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paper to the effect that X Navigation Co. had "robbed the people all these years." D demurs to both counts. *Held,* demurrer must be sustained as to first count, but overruled as to second. *Puget Sound Navigation Co.* v. *Carter* (D. C. 1916), 233 Fed. 832.

D's contention is that the first statement is not definite enough to be a direct accusation of a statutory offense, and that, as the corporation could not possibly be a "robber" and the context of the obnoxious phrase fails to constitute an innuendo which would be defamatory in nature, and as special damage is not alleged in either count, the plaintiff's case fails. The first contention is good, but as to the second the libelous statement describes a course of business of the Navigation Co., and the meaning of the words is plainly defamatory, whatever the precise phraseology may be. Such expressions tend to injure the corporation in its business reputation and credit, and such injuries are the elements of damage in any action for defamation of a corporation. *Adolf Philipp Co.* v. *New Yorker Staats-Zeitung,* 150 N. Y. Supp. 1044; *Pacific Packing Co.* v. *Bradstreet Co.,* 25 Idaho 696. Competition is a good thing and to be encouraged, but libel, even against a corporation, is a forbidden tool. *P. L. Hennessey & Bro.* v. *Traders' Insurance Co.,* 87 Miss. 259. If the publication does *not* tend to injure the business reputation of the corporation, special damage *must* be alleged and proved. *Hopkins Chemical Co.* v. *Read Drug & Chemical Co.,* 124 Md. 210. If, as in the present case, the publication *does* tend to injure the corporation's business reputation and credit, special damage need *not* be alleged and proved. *Daily* v. *De Young,* 127 Fed. 491; *Bee Publishing Co.* v. *World Publishing Co.,* 62 Neb. 732; *Reporters' Association of America* v. *Sun Publishing Co.,* 186 N. Y. 437; *Burr's Damascus Tool Works* v. *Peninsular Tool Mfg. Co.,* 142 Mich. 417; *Pacific Packing Co.* v. *Bradstreet Co.,* 25 Idaho 696. In *Kemble & Mills* v. *Kaighn,* 131 N. Y. App. Div. 63, it is stated that the law is "definitely settled" in New York that a corporation complainant in action for libel need neither allege nor prove special damage "where the language used is defamatory in itself and injuriously and directly affects its credit and necessarily and directly occasions pecuniary injury."

CORPORATIONS — CORPORATION'S RESPONSIBILITY FOR ACTS OF CORPORATION CONTROLLED BY IT.—Where the entire stock of A Co. is owned by B Co., 98½% of whose stock is owned in turn by C Co., and the directors of all three companies are practically the same; *held,* that B Co. and C Co. are properly joined with A Co. in a federal prosecution under the Clayton Act based on illegal leases made by A Co., although neither fraud nor conspiracy is alleged. *United States* v. *United Shoe Machinery Co.* (D. C. 1916), 234 Fed. 127.

"Courts, and especially courts of equity, will look beyond the corporate action, and if it clearly appears that one corporation is merely a creature of another, the latter holding all the stock of the former, thereby controlling it as effectively as it does itself, it will be treated as the practical owner of the corporation when necessary for the purpose of doing justice." This quotation from the opinion gives an excellent, if somewhat liberal, statement of

the rule generally accepted. It will be noted too that the decision, on the facts, goes farther than a strict interpretation of the rule would justify. The frequently quoted statement that it takes a "strong case" for a court to make one corporation liable for the acts of another is illustrated in most of the cases, but seems to be less strikingly true when the public interest is subserved by holding the controlling corporation liable. Thus *Van Dresser* v. *Oregon Ry. & Navigation Co.*, 48 Fed. 202 contrasted with *United Press* v. *A. S. Abell Co.*, 68 N. Y. Supp. 613. Interesting late cases on this point are *Pittsburgh & Buffalo Co.* v. *Duncan*, 232 Fed. 584; *Erickson* v. *Minnesota & Ontario Power Co.* (Minn.), 158 N. W. 979; *Chicago Mill & Lumber Co.* v. *Boatmen's Bank*, 234 Fed. 41, and the many cases cited in the main case and in COOK, CORPORATIONS, §§ 317, 663, 664, & 727. *Miner* v. *Husted* (Mich.), 157 N. W. 442, 23 D. L. N. 243, is an extremely broad application of the rule to a case between private parties.

COVENANTS RUNNING WITH THE LAND—NECESSITY FOR NAMING ASSIGNS.—Action against the assignee of the reversion in premises leased by plaintiff. The covenant, in which assignees were not mentioned, provided for payment by the lessor for improvements made in promotion of the purposes for which the lease stipulated the premises were to be used. *Held*, the covenant of the lessor ran with the reversion, and was enforceable against his assignee. *Purvis* v. *Shaman* (Ill. 1916), 112 N. E. 679.

In *Spencer's Case*, 2 Coke 17, it was resolved that where a covenant in a lease concerns a thing not in esse it will in no case run to bind the assignees of the covenanting parties unless "named." This doctrine is still supported by the numerical weight of authority. *Thompson* v. *Rose*, 8 Cow. 266; *Bream* v. *Dickerson*, 2 Humph. 126; *Cronin* v. *Watkins*, 1 Tenn. Ch. 119; *Walsh* v. *Fussell*, 6 Bing. 163; *Grey* v. *Cuthberson*, 2 Chit. 482; *Etowah Min. Co.* v. *Wills Valley Co.*, 121 Ala. 672, 25 So. 720; *Tallman* v. *Coffin*, 4 N. Y. 134; *Watson* v. *Gardner*, 119 Ill. 312, 10 N. E. 192. In *Minschull* v. *Oakes*, 2 H. & N. 793, which was a covenant to repair any building that might be erected, the doctrine of *Spencer's Case*, supra, was limited to covenants to do "an absolutely new thing." It would seem that the decision in the principal case might be supported by like reasoning, but it was not put on this ground. *Grey* v. *Cuthberson*, supra, decided many years before *Minschull* v. *Oakes*, supra, involved a covenant to pay for fruit trees which might be planted, and the distinction was not made. Another group of cases shows a tendency, which is becoming more general, to depart from what is frequently considered the technical, if not arbitrary, rule of *Spencer's Case*, and hold that the covenant runs, if from the instrument it can be determined that the parties intended that it should, regardless of whether the assignees are "named," *Masury* v. *Southworth*, 9 Oh. St. 341; *Brockmeyer*, v. *Sanitary District*, 118 Ill. App. 49; *Duffy* v. *Southern Pac. Ry.*, 36 Ore. 128; *Pittsburg, C. & St. L. R. Co.* v. *Bosworth*, 46 Oh. St. 81; *Sexauer* v. *Wilson*, 136 Ia. 357, 14 L. R. A. (N. S.) 185. The opinion in the principal case evinces a more tender regard for *Spencer's Case*, supra, than is shown in those just cited; but in closing the court states: "Whether there was ever any rational ground of distinction between